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ST. LOUIS COUNTY

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Richard Saddler, *Pro Se* Plaintiff
295 Brightfield Drive
Ballwin, MO 63021
(310) 428 - 2110

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

Richard Saddler)	PLAINTIFF RICHARD SADDLER'S
)	AFFIDAVIT IN SUPPORT OF HIS
Plaintiff.)	MEMORANDUM IN OPPOSITION TO
vs.)	DEFENDANT CARVANA'S MOTION TO
)	COMPEL ARBITRATION
Carvana, LLC)	Cause No. 19SL-CC05679
)	
Defendant.)	Division No. 1

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

I, Richard Saddler, under penalty of perjury state:

1. I am submitting this Affidavit in opposition to defendant Carvana's Motion to Compel Arbitration in the above-captioned matter.
2. I am over 21 and competent to testify to the matters set forth herein.
3. I know the following through personal knowledge or experience.
4. August 1st 2018 I bought a GMC 2015 Terrain from Carvana.
5. At the time of purchase and vehicle delivery I signed my sales documents electronically using a tablet which the salesman brought with him.
6. To the best of my recollection, I executed electronically at the time Carvana delivered my vehicle were: Acknowledging and Accepting Delivery, Retail Installment

1 Contract, Security agreement, Carvana Care Agreement, Odometer Disclosure Statement, Gap
2 Addendum and an Arbitration Agreement.

3 7. After approximately ten to fourteen days, I decided to return this car and make a
4 new purchase from Carvana.

5 8. I found a more suitable vehicle on Carvana's website and it was agreed I would
6 return my purchased vehicle and enter into a second purchase for a 2015 Terrain Denali
7 ("Denali").
8

9 9. The Denali was delivered to my residence on September 21st 2018. At delivery, I
10 was informed by the salesman he was unable to use his tablet and would therefore have to have
11 me sign a "hard copy" of the sales agreement document. The salesman stated he would need to
12 use my home computer and printer to produce the hard copy sales agreement for me to sign.
13

14 10. September 21, 2018 was the same day I moved into my new residence and
15 therefore the salesman and I had to search for my printer, unpack, set up, and configure so we
16 could utilize it to produce a second sales agreement document to sign. The salesman who
17 delivered my vehicle assisted me with configuring my printer and eventually the sales agreement
18 document was copied/ printed and executed. Attached hereto and incorporated herewith by
19 reference marked "*Exhibit A*" is a true and correct copy of the sales agreement document I
20 printed and executed for the salesman at the Denali delivery September 21, 2018.
21

22 11. At the time of delivery of the Denali, Carvana did not assign ownership or
23 otherwise transfer title to the vehicle despite my paying the full price through approved
24 financing.
25

26 12. Carvana stated when I was able to provide proof the Denali had successfully
27 passed Missouri emissions certification, certificate of title to the Denali would be sent to me. I
28

1 was instructed to provide my proof of Missouri emissions certification via email, US Postal
2 Service and FedEx.

3 13. After submitting multiple emissions certifications on October 18, 2018 and May
4 2, 2019 via email and US Postal Service as instructed, I was informed Carvana could not send
5 the Denali's title because "original" smog certification documentation was required (had to be
6 issued by the State of Missouri). See *Exhibit B*.
7

8 14. I did everything Carvana asked regarding providing proof of smog certification yet
9 no assignment of title has ever been issued to me.

10 15. Because of my inability to register my Denali and have the beneficial use of my
11 purchased vehicle and after not being able to come to a resolution with Carvana, I decided to file
12 a lawsuit seeking relief. To assist me towards this end I requested from Carvana copies of my
13 sales agreement documents for the Denali purchase. Attached hereto and incorporated herewith
14 by reference marked "*Exhibit C*" are true and correct copies of putative Denali sales documents
15 provided to me by Carvana in response to my request.
16
17

18 16. Based upon the Denali sales documents provided by Carvana (see *Exhibit C*) I
19 drafted my first petition (St. Louis County Circuit Court Case No. 19SL-CC01864). In this
20 filing, I listed among sales documents I executed at the time of delivery of the Denali an
21 arbitration agreement. The arbitration agreement was listed among sales agreement documents I
22 signed at the Denali delivery because I reflexively believed the documents Carvana provided
23 were true and correct versions of what they purported to be.
24

25 17. While unpacking boxes at my office I came across the "hard copy" sales
26 agreement the salesman and I printed with my computer and printer during the Denali's delivery.
27 Upon review of the printed sales agreement I fully recollected the circumstances surrounding the
28 second purchase from Carvana and delivery of the Denali; to wit: I never provided Carvana an

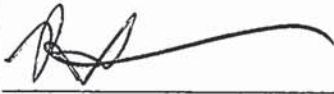
1 electronic signature on September 21, 2018. Soon I concluded I needed to refile my claims and,
2 on August 5, 2019, withdrew my suit.

3 18. Neither at the time of delivery of the Denali, nor any time thereafter, was I
4 presented with any document(s) to signed other than that sales document attached to this affidavit
5 and marked as *Exhibit A*.
6

7 19. When Carvana provided my requested Denali sales documents (*Exhibit B*),
8 accompanying this group of documents was ostensibly a "Thank You" letter written by Carvana
9 addressed to me the contents of which were a general thank you for doing business with Carvana.
10 This form "Thank You" letter has affixed at the signature location my electronic signature just as
11 the other form documents Carvana provided concurrently with this document in response to my
12 request Attached hereto and incorporated herewith by reference marked "*Exhibit D*" is a true and
13 correct copy of referenced "Thank You" letter.
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15

16
17 (*Remainder of Page Intentionally Left Blank*)
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1 Sworn to by Richard Saddler under penalty of perjury under the laws of the State of Missouri that
2 the foregoing is true and correct and that this affidavit is executed on January 20, 2020 in St.
3 Louis County in the state of Missouri.

4
5 

6
7 **Richard Saddler**
8 **Pro Se Plaintiff**

9 State of Missouri
10 County and City of St. Louis

11 On this 20th day of January in the year 2020 before me K. Adele Kubas Quale, a Notary Public in
12 and for said state, personally appeared Richard Saddler, known to be the person who executed
13 the within affidavit, and who acknowledged to me that he executed the same for the purpose
14 therein stated.

15 
16 Notary Public



K. ADELE KUBES QUALE
My Commission Expires
March 13, 2023
Franklin County
Commission #15024516